

IN THE SUPREME COURT IN EQUITY.

Between George W. Fowler, James Robinson, William A. Marsh, John Ritchie, Fred H. Hale, Neil McCrimmon, John A. McIntosh, Robert R. Hall and The Chimalapa Land Company, Limited, plaintiffs;

and
William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, doing business under the firm, name and style of Foy, Morgan & Co., Sydney H. Shadbolt, James T. White and Alfred W. Wright, defendants.

WHEREAS, it has been made to appear by affidavit to the satisfaction of me, the undersigned, one of the Judges of the Supreme Court, that Alfred W. Wright, one of the above named defendants, does not reside within the Province of New Brunswick, so that he cannot be served with Summons, and that his place of residence cannot be ascertained by the plaintiffs, and that the above plaintiffs have good prima facie grounds for filing a Bill against the above named defendants: I do hereby order that the said defendant, Alfred W. Wright, on or before the first day of March next, do enter an appearance in this suit, if he intends to defend the same, wherein a Bill will be filed against the above named defendants by the above named plaintiffs for a decree setting aside a certain agreement, bearing date the fourth day of May, 1905, and made between the said William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, by the said Sydney H. Shadbolt as their Attorney, of the first part, and the said George W. Fowler, James Robinson, William A. Marsh, John Ritchie, Fred H. Hale, Neil McCrimmon, John A. McIntosh and Robert R. Hall, James T. White, Alfred W. Wright and William K. George of the second part, for the purchase by the said parties last mentioned from the said Foy, Morgan and Company, of a tract of about 130,000 acres of land, situated in Mexico, for the price of \$325,000 upon the terms and conditions in said agreement contained, and also to set aside a certain other agreement, dated on or about the twenty-fourth day of October, 1895, and made between the parties aforesaid, other than the said William K. George, and being supplementary to the said agreement of the said fourth day of May, and also for the setting aside, cancellation and delivery up of a certain promissory note, dated the first day of November, 1895, and made by the said George W. Fowler, James Robinson, William A. Marsh, John Ritchie, Fred H. Hale, James T. White, Neil McCrimmon, Alfred W. Wright, John A. McIntosh and Robert R. Hall, jointly and severally in favor of and payable to the Chimalapa Land Company, Limited, for the payment of the sum of \$40,000 three months after the date thereof at the office of James Robinson, 148 McGill Street, Montreal, and which said promissory note was indorsed by the said Chimalapa Land Company, Limited, and is now held by the defendants, William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, and upon which they have brought a certain action at Law in the Supreme Court of the Province of New Brunswick against the said George W. Fowler, and also for the setting aside, cancellation and delivery up of a certain other promissory note for the payment of the sum of \$23,203 three months after the date thereof, and bearing date on or about the first day of November, 1895, and made in favor of the said Sydney H. Shadbolt by the said parties hereinbefore mentioned as having made the said promissory note for \$40,000; and also for a decree for the payment by the said Foy, Morgan & Company to the plaintiffs, other than The Chimalapa Land Company, Limited, and to said defendants, Alfred W. Wright and James T. White, of the sum of \$18,833 paid by the said parties to the said Foy, Morgan & Company, under and by virtue of the said agreements upon the ground that the said plaintiffs, parties to said Agreement, and to said Promissory Note respectively, were induced to make and did make the said several agreements and became parties thereto, and made or became parties to the said two promissory notes, and were induced to pay and did pay the said moneys to the said Foy, Morgan & Company, by the fraud, misrepresentation and deceit of the said defendants, other than the said James T. White, and that the said Agreements, Promissory Notes and moneys were obtained by the said defendants, other than the said James T. White, from the plaintiffs by fraud, misrepresentation and deceit and for an Injunction Order restraining the said defendants, William L. T. Foy, Charles J. Morgan, Walter des Fontaines Foy, Dunscombe Bradford Gellibrand and William Ray Lenanton, from proceeding with a certain Action at Law commenced by them in the Supreme Court in the Province of New Brunswick against the defendant, George W. Fowler, for the recovery of the said Promissory Note for \$40,000, and to restrain them and the said Sydney H. Shadbolt respectively from commencing or prosecuting any other Action at Law against the said plaintiffs, or either of them, upon the said Promissory Notes, or either of them, or upon or under the said two Agreements, or either of them, and to restrain the negotiation or transfer by the said defendants and each of them of the said two Promissory Notes, and each of them; and unless such an Appearance is so entered, the Bill may be taken pro confesso and a Decree made.

Dated this 27th day of November, A. D. 1906.

(Sgd.) FRED. E. BARKER, J. S. C.

HANINGTON, TEED & HANINGTON, Plaintiffs' Solicitor. 10ins

CROWN LAND OFFICE, 9th January, 1907.

THE following Lots of vacant Crown Lands will be offered for sale at this Office on the first Tuesday in February, 1907, commencing at noon. All improvements to be paid for at the time of sale, or as soon thereafter as the Surveyor General determines the present value thereof.

Upset price per acre, \$1.00 (unless otherwise mentioned) in addition to expense of survey.

Not to interfere with the right to cut Timber or other Lumber under Licenses applied for previous to the application for the Land, if already surveyed; or if not surveyed, previous to the receipt of the Return of Survey at this Office.

NORTHUMBERLAND.

50 acres, lot Y, at Wn. end of Muzrall Lake, in Ludlow, W. A. Campbell.

CARLETON.

100 acres, lot 94, block F, South Johnville, Kent, Eden Waugh. (4w)

F. J. SWEENEY, Sur. Gen.

IN THE SUPREME COURT IN EQUITY.

Between William H. Edgett, on behalf of himself and all other unsatisfied Creditors of Norman F. Jones and John W. Jones who shall come in and seek relief by and contribute to the expenses of this Suit, Plaintiffs;

and
David Steeves, Norman F. Jones and John W. Jones, Defendants.

WHEREAS, it has been made to appear by affidavit to the satisfaction of me, the undersigned, one of the Judges of the Supreme Court, that Norman F. Jones, one of the above named Defendants, does not reside within the Province so that he cannot be served with Summons, and that his place of residence cannot be ascertained by the Plaintiff, and that the above named Plaintiff has good prima facie grounds for filing the Bill against the above Defendants: I do hereby order, that the said Defendant, Norman F. Jones, on or before the fifteenth day of March next, do enter an Appearance in this Suit, (if he intends to defend the same), wherein a Bill will be filed against the above named Defendants by the above named Plaintiff for a Declaration and Decree that a certain Bill of Sale, transfer or assignment of goods, wares and merchandise, book debts and choses in action of and belonging to the said Norman F. Jones and John W. Jones, made by them to the said David Steeves, dated the tenth day of October, 1906, and all other transfers, or delivery of goods by them to said David Steeves about that time, be declared fraudulent and void as against the Plaintiff and other Creditors as aforesaid, as being made by the said Norman F. Jones and John W. Jones at a time when they were in insolvent circumstances and were unable to pay their debts in full, or as they became due, and knew that they were on the eve of insolvency, with intent to give the said David Steeves, a Creditor of the said Norman F. Jones and John W. Jones, an unjust preference over the Plaintiff and other Creditors of the said Norman F. Jones and John W. Jones, and that this same was and is such unjust preference and may be set aside, and also as having been given with intent to defeat, prejudice, delay and defraud the Plaintiff and other Creditors of the said Norman F. Jones and John W. Jones, and may be declared fraudulent and void and set aside as against the Plaintiff and other Creditors as aforesaid; and for an account of the said goods and chattels, book debts and choses in action received by the said David Steeves, or any one for him and of the proceeds thereof, and for an Injunction Order restraining the said David Steeves from selling, assigning, transferring or incumbering the said goods and chattels, book debts and choses in action and from collecting or getting in the said book debts and choses in action, and for the appointment of a receiver to receive and take possession of all and singular the said goods and chattels, book debts and choses in action, to sell or dispose of the said goods and chattels, and collect or get in the said book debts and choses in action, and for the administration of the proceeds of his goods and chattels, book debts and choses in action and the distribution thereof among the Creditors of the said Norman F. Jones and John W. Jones by and under the directions of this Honorable Court; and unless such an Appearance is so entered, the Bill may be taken pro confesso and a Decree made.

Dated this 24th day of December, A. D. 1906.

(Sgd)

FRED E. BARKER, J. S. C.

E. ALBERT REILLY, Esq.,
Plaintiff's Solicitor.

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BRIDGE NOTICE.

SEALED TENDERS, marked "TENDER FOR TANNERY BRIDGE," will be received at the Department of Public Works, Fredericton, until

MONDAY, 4th day of FEBRUARY, 1907, at noon, for rebuilding Tannery Bridge, Parish of St. Basil, Madawaska Co., according to Plan and Specification to be seen at the Public Works Department, Fredericton, N. B., at the residence of Mr. Cyprien Martin, M. P. P., St. Basil, and at the Record Office, Edmundston.

Each tender must be accompanied by a certified Bank Cheque or Cash, for an amount equal to five per cent. of the tender, which will be forfeited if the party tendering declines to enter into contract when called upon. Should the tender be not accepted the deposit will be returned. Two good sureties must be named in each tender. Not obliged to accept the lowest or any tender.

Any Newspapers copying this Notice will not be compensated.

Department Public Works, Fredericton, January 9th, 1907. 4ins

C. H. LABILLOIS,

Chief Commissioner.

IN THE WESTMORLAND COUNTY COURT.

NOTICE IS HEREBY GIVEN, That upon the application of L. Wesley McAnn, of the City of Moncton, in the County of Westmorland, Broker, I have directed all the estate, as well real as personal of Albani P. Gaudet, of Fox Creek, in the Parish of Moncton, in the County of Westmorland, Mechanic, an absconding, concealed or absent debtor, to be seized; and unless he return and discharge his debts within three months after the publication hereof, such estate will be sold for the payment thereof.

Dated this twelfth day of January, A. D. 1907.

W. W. WELLS,

Judge of the Westmorland County Court.

F. A. McCULLY,
Attorney of Creditor, L. Wesley McAnn. 13ins

NOTICE TO DELINQUENT SCHOOL RATEPAYER.

THE UNDERMENTIONED non-resident ratepayer of School District No. 32, in the Parish of Moncton, in the County of Westmorland, is hereby requested to pay his respective rates, as set opposite his name, together with the cost of this advertisement, within two months from this date, otherwise legal proceedings will be taken to recover the same:—

Neil McNutt, Lot No. 23, 1901. 1902. 1903. 1904. 1905. 1906. Total.
Parish of Moncton,\$2.75 \$2.09 \$3.54 \$3.72 \$3.59 \$3.27 \$18.96

Signed EPHRAIM PRICE,

Secretary School District No. 32,
Gallagher Ridge, Moncton, N. B.

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Dated December 3rd, 1906.